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Hearing Date: September 19, 2008
Hearing Time: 4:00 p.m. EDT

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC.,	08-13555 (JPM)
<i>et al.</i>	(Jointly Administered)
Debtors.	

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**RESERVATION OF RIGHTS AND LIMITED OBJECTION OF HENEGAN
CONSTRUCTION CO., INC. TO DEBTORS' MOTION TO APPROVE THE
SALE OF THE PURCHASED ASSETS AND THE ASSUMPTION AND
ASSIGNMENT OF CONTRACTS RELATING TO THE PURCHASED ASSETS**

Henegan Construction Co., Inc. ("Henegan"), by and through its counsel,
Halperin Battaglia Raicht, LLP, as and for its reservation of rights and limited objection
to the above-captioned debtors' (the "Debtors") motion to approve the sale of the
Purchased Assets and the assumption and assignment of contracts relating to the
Purchased Assets (the "Sale Motion"), respectfully represents as follows:

LIMITED OBJECTION

1. Henegan is a party to that certain On-Call Construction
Management Agreement between Lehman Brothers Holdings Inc. and Henegan
Construction Co., Inc. Dated as of February 1, 2005 (the "Contract"). On September 19,
2008, the date of the hearing on the Sale Motion, Henegan received a Notice of
Assumption and Assignment of, and Amounts Necessary to Cure Defaults Under
Contracts and Leases to be Assumed and Assigned to Successful Purchaser (the

“Notice”). The Notice directs contract parties such as Henegan to a website, <http://chapter11.epiqsystems.com/lehman> (the “Website”), that lists whether a contract is proposed for assumption and assignment as of the closing of the sale. In accordance with the Break-up Fee and Competing Bid Order,¹ the Purchaser has sixty (60) days from entry of the Sale Order to assume additional contracts that were designated for potential assumption on the Website.

2. The Contract is listed on the Website, but has not yet been designated for assumption. The Cure Amount for the Contract is currently listed at \$0 on the Website. It is unclear whether the Debtors are asserting that the Cure Amount for the Contract is purported to be \$0, if assumed, or, in the alternative, whether the \$0 is a placeholder and will only be calculated by the Debtors in the event the Contract is assumed and assigned. Out of an abundance of caution, Henegan interposes this limited objection to preserve and protect its rights with respect to all amounts owed to it by the Debtors under the Contract.

3. Henegan’s records reflect that an amount no less than \$3,276,812.53 is due and owing to Henegan under the Contract for interior construction work done on premises located in New York, New York at 1271 Avenue of the Americas, 1301 Avenue of the Americas and 399 Park Avenue. Henegan reserves the right to revise the amount due under the Contract in the event the Contract is assumed, to provide documentation in support thereof, as appropriate, and to object to any cure amounts that the Debtors may list in the future.

¹ Capitalized terms used but not defined herein have the meaning ascribed to them in the Notice.

WHEREFORE, Henegan reserves its rights and objects to the Sale

Motion to the extent it seeks entry of an Order binding Henegan to a cure amount less than \$3,276,812.53 and requests such other and further relief as may be just and proper.

Dated: New York, New York
September 19, 2008

HALPERIN BATTAGLIA RAICHT, LLP
Counsel to Henegan Construction Co., Inc.

By: /s/ Walter Benzija
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